

Contract #: _____

Atlas PyroVision Productions, Inc.

P. O. Box 498, Jaffrey, New Hampshire 03452

Tel: (603) 532-8324 * Fax: (603) 532-4530

Agreement as of this 24th day of March, 2014 by and between Atlas PyroVision Productions, Inc., of Jaffrey, New Hampshire ("Atlas") and Town of Vernon ("Customer") of 120 South Street, Vernon, CT 06066.

1. Atlas agrees to furnish to Customer an exhibition of fireworks in accordance with the program which is referenced herein as ("Display").
2. Customer agrees to pay Atlas the total contract amount for a Display, on the following date, time, and location as follows:

Display Amount: \$20,000.00

Permit Fee: _____

Miscellaneous: _____

Insurance 6%: _____

Transportation 3%: _____

Total Contract Amount: \$20,000.00

Less Deposit: _____

Balance Due: \$20,000.00

Date of Display: 7/1/2014

Postponement Date: 7/2/2014

Time of Display: 9:00PM

Location: Top of Hill - 120 South Street

Vernon, CT

Other: _____

Unless otherwise contracted in writing, the deposit shall be paid at the time of the signing of this Agreement, and the balance shall be paid on the night of the display. Interest shall accrue on any unpaid balance each month at the rate of 18% per annum.

3. Postponement of the Display may occur because of rain or inclement weather or for other reasons as determined by the Customer. If a postponement should become necessary, Customer shall notify Atlas as soon as possible. However, with good weather prevailing, no postponement shall occur if the fireworks have been removed from the shipping cartons and set-up in preparation for the Display. The determination of what constitutes removal and set-up shall be made by Atlas. In such event, the Display shall be carried out without any deduction in the contract amount. In the event of postponement one of the following provisions shall apply:

a. ~~If Atlas is notified by 7:00 am the day of the scheduled display that the display is postponed not more than 48 hours, the Customer will pay no additional fee. However, if the Display is postponed more than 48 hours from the original date, but occurs within 120 days of the original date, then Customer agrees to pay an additional fee of 15% of the contract or \$750.00 whichever is greater.~~

b. ~~If Atlas is notified after 7:00 am the on the Date of Display, that the display is postponed, the Customer will pay an additional fee of 15% of the contract or \$750.00 whichever is greater.~~

c. If Atlas is notified after the arrival of the fireworks and after any portion of the fireworks have been removed from the cartons and loaded into the firing mortars, that the Display is postponed, the Customer agrees to pay Atlas an additional fee of \$750.00.

Note: The provisions above (A-C) merely defray labor, transportation, and related expenses incurred by Atlas.

4. ~~Cancellation of the Display may be made by the Customer. If the display is cancelled the Customer agrees to pay Atlas 75% of the contract amount. However, if Atlas is notified in writing by certified mail 10 days prior to the display, Customer agrees to pay Atlas 30% of the contract amount.~~
5. Atlas agrees to provide an experienced and licensed pyrotechnician(s) for the display, and to provide worker's compensation as well as ensure that all technicians are properly trained in accordance with all applicable state and federal laws related to the handling, transportation, and firing of pyrotechnics.
6. Atlas reserves the right to substitute fireworks of equal or greater value if, in its opinion, such substitutions are reasonable and necessary. Customer agrees to abide by the requirements of Atlas or the pyrotechnician for the safety and security of the site during the Display.
7. Customer agrees to procure and furnish a suitable location for the Display, to obtain all necessary coast guard, police, fire, local and state permits, to arrange for and obtain any security bond that may be required, to furnish at Customer's expense barge costs, police and fire protection for proper crowd control and any additional security, including the installation of snow fencing (within applicable municipalities) or its equivalent surrounding the site of the display, as well as any police or fire department detail required for the set-up, postponement, including overnight security and removal of fireworks from the display location.
8. Where digging or excavation is necessary for the set-up of the Display, the Customer shall provide at its own expense, clean sand and a backhoe with an experienced operator. Customer will also provide Atlas with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material, cardboard, and lumber from the Display Location. Atlas is not responsible for replacing sod, dirt, or gravel to its original condition, or the cleaning up of sand or incidental pyrotechnic debris from the Display Location. (Note: incidental pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.).
9. Atlas agrees to provide insurance coverage, (seven million dollars), for damages to persons or property arising from or related directly to the fireworks provided by Atlas, and Atlas agrees to indemnify Customer from any such claims. Customer agrees to provide all other insurance that may be required for the event, and agrees to indemnify Atlas from any claims, demands, causes of action in law or in equity, for any injury or damages not arising from the fireworks provided by Atlas.
10. If Atlas in its sole opinion, is unable to perform the Display because of fire, flood, strike, accident, or act of God, with the exception of postponements or cancellations caused by rain or inclement weather, or other cause beyond the control of Atlas, then Atlas shall refund to Customer any sums paid pursuant to this agreement and each party releases the other from any covenants contained in this Agreement and from any damages or losses resulting therefrom with the exception of the refund provision stated herein.
11. ~~Customer agrees to pay all applicable sales, use, and entertainment tax that may be required within the state the display is located, or furnish Atlas with a certificate of exemption prior to the Date of Display.~~
12. This Agreement constitutes the entire agreement of the parties and may not be altered except in writing signed by both parties. This agreement shall be interpreted in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. This agreement must be signed and executed within 30 days of the agreement date as indicated on Page 1 of the Fireworks Display Agreement. By signing this agreement, Customer agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the agreement.

Atlas PyroVision Productions, Inc.

By: _____

Matthew J. Shea / Vice President


Customer, duly authorized

By: _____

Name: _____

Title: _____

Date: _____


John D. Ward
Town Administrator
6/2/14